

TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Kellwood Company		01/04/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association		
Street Address:	230 West Monroe Street, Suite 2900		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	2759230	REBECCA TAYLOR	
Registration Number:	2601789	REBECCA TAYLOR	
Registration Number:	2847668	REBECCA TAYLOR	
Registration Number:	2875142	REBECCA TAYLOR	
Registration Number:	2132863	REBECCA TAYLOR	
Registration Number:	2646292	REBECCA TAYLOR	
Registration Number:	2919208	REBECCA TAYLOR	
Registration Number:	2596950	REBECCA TAYLOR	
CORRESPONDENCE DATA			
Fax Number:	(312)862-2200		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	312-862-6371		
Email:	renee.prescan@kirkland.com		
Correspondent Name:	Renee Prescan		
Address Line 1:	300 North LaSalle Street		

900180332

TRADEMARK
REEL: 004446 FRAME: 0163

CH \$215.00 2759230

Address Line 2: Kirkland & Ellis LLP
Address Line 4: Chicago, ILLINOIS 60654

ATTORNEY DOCKET NUMBER: 22761-32 RMP

NAME OF SUBMITTER: Renee M. Prescan

Signature: /Renee M. Prescan/

Date: 01/04/2011

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of January 4, 2011, by and among KELLWOOD COMPANY, a Delaware corporation ("Parent") and each of its domestic Subsidiaries from time to time party hereto (each a "Grantor") and together with Parent, the "Grantors"), in favor of WELLS FARGO BANK, NATIONAL ASSOCIATION, in its capacity as collateral agent ("Collateral Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Second Lien Security Agreement dated as of July 23, 2009, by and between the Grantors and the Collateral Agent (including all annexes, exhibits or schedules thereto, as from time to time may be amended, restated, supplemented or otherwise modified, the "Security Agreement"), the Grantors have agreed to grant a security interest in certain collateral to Collateral Agent for the benefit of the holders of Note Obligations;

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver this Agreement to Collateral Agent for the benefit of the holders of Note Obligations;

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Collateral Agent, for the benefit of the holders of Note Obligations, a continuing second priority security interest in all of Grantors' right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) (i) all of its trademarks, trade names, corporate names, business names, trade styles, service marks, logos, internet domain names, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature (whether registered or unregistered), all registrations and recordings thereof and all applications in connection therewith, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state or territory thereof, or any other country or any political subdivision thereof (collectively, "Trademarks") and (ii) any rights under any written agreement now owned or hereafter acquired by any Grantor granting any right to use any Trademark ("Trademark License") to which it is a party including those referred to on **Schedule I** hereto, but excluding in the case of any and all of the foregoing, any intent-to-use trademark applications (which such intent-to-use trademark applications shall not be included in the Trademark Collateral until a statement of use is filed with respect thereto);

- (b) all reissues, continuations or extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and
- (d) all products and proceeds of the foregoing, including, without limitation, any claim by any Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Collateral Agent, for the benefit of the holders of Note Obligations, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

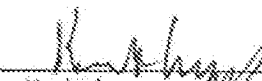
4. INTERCREDITOR AGREEMENT GOVERNS. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, (A) THE LIENS AND SECURITY INTERESTS GRANTED TO THE COLLATERAL AGENT PURSUANT TO THIS AGREEMENT ARE EXPRESSLY SUBJECT AND SUBORDINATE TO THE LIENS AND SECURITY INTERESTS GRANTED IN FAVOR OF THE HOLDERS OF THE PRIORITY OBLIGATIONS (AS DEFINED IN THE INTERCREDITOR AGREEMENT) UPON THE TERMS AND CONDITIONS SET FORTH IN THE INTERCREDITOR AGREEMENT, INCLUDING LIENS AND SECURITY INTERESTS GRANTED TO THE CREDIT AGREEMENT AGENT AND THE LENDERS (AS SUCH TERMS ARE DEFINED IN THE INTERCREDITOR AGREEMENT) PURSUANT TO OR IN CONNECTION WITH THE CREDIT AGREEMENT, AND (B) THIS AGREEMENT AND THE OTHER SECURITY DOCUMENTS AND THE RIGHTS, REMEDIES, DUTIES AND OBLIGATIONS PROVIDED FOR HEREIN AND THEREIN ARE SUBJECT IN ALL RESPECTS TO THE LIMITATIONS AND PROVISIONS OF THE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE INTERCREDITOR AGREEMENT AND THE TERMS OF THIS AGREEMENT, THE TERMS OF THE INTERCREDITOR AGREEMENT SHALL CONTROL AND GOVERN.

[signature page follows]

IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTOR:

KELLWOOD COMPANY

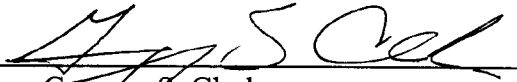
By: 
Name: Keith A. Gopp
Title: Senior Vice President

Signature Page to Trademark
Security Agreement

TRADEMARK
REEL: 004446 FRAME: 0167

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO BANK, NATIONAL ASSOCIATION, as Collateral Agent

By: 
Name: Gregory S. Clarke
Title: Vice President

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS

U.S. Trademark Registrations and Applications

Trademark	Owner	Status in Trademark Office	Federal Registration Number	Registration Date
REBECCA TAYLOR	Kellwood Company	Registered	2,759,230	9/2/2003
REBECCA TAYLOR	Kellwood Company	Registered	2,601,789	7/30/2002
REBECCA TAYLOR	Kellwood Company	Registered	2,847,668	6/1/2004
REBECCA TAYLOR	Kellwood Company	Registered	2,875,142	8/17/2004
REBECCA TAYLOR	Kellwood Company	Registered	2,132,863	1/27/1998
REBECCA TAYLOR	Kellwood Company	Registered	2,646,292	11/5/2002
REBECCA TAYLOR	Kellwood Company	Registered	2,919,208	1/18/2005
REBECCA TAYLOR (and 2 Cats & Crown Design)	Kellwood Company	Registered	2,596,950	7/23/2002

Foreign Trademark Registrations and Applications

Trademark	Owner	Country	Status in Trademark Office	Federal Registration Number	Registration Date
[2 Cats Outline Design]	Kellwood Company	China	Pending	[s/n 5880282]	[filed 1/31/2007]
[2 Cats Outline Design]	Kellwood Company	European Union	Pending	8968398	10/27/2010
[2 Cats Outline Design]	Kellwood Company	Honduras	Pending	[s/n 54092009]	[filed 2/17/2009]
[2 Cats Outline Design]	Kellwood Company	Hong Kong	Pending	[s/n 301712240]	[filed 9/10/2010]
[2 Cats Outline Design]	Kellwood Company	India	Pending	[s/n 02000143]	[filed 7/28/2010]
[2 Cats Outline Design]	Kellwood Company	Korea	Pending	[s/n 40-2010-24983]	[filed 5/11/2010]
REBECCA TAYLOR	Kellwood Company	China	Registered	1501114	1/7/2001
REBECCA TAYLOR	Kellwood Company	European Union	Registered	8968042	10/27/2010
REBECCA TAYLOR	Kellwood Company	France	Registered	013089168	3/16/2001

Trademark	Owner	Country	Status in Trademark Office	Federal Registration Number	Registration Date
REBECCA TAYLOR	Kellwood Company	Honduras	Pending	[s/n 54082009]	[filed 2/17/2009]
REBECCA TAYLOR	Kellwood Company	Hong Kong	Pending	[s/n 301712259]	[filed 9/10/2010]
REBECCA TAYLOR	Kellwood Company	India	Pending	[s/n 1955003]	[filed 4/23/2010]
REBECCA TAYLOR	Kellwood Company	Japan	Registered	4384845	5/19/2000
REBECCA TAYLOR	Kellwood Company	Japan	Registered	4365303	3/3/2000
REBECCA TAYLOR	Kellwood Company	Singapore	Registered	T9913558G	11/25/1999
REBECCA TAYLOR	Kellwood Company	Taiwan	Registered	00931776	2/16/2001
REBECCA TAYLOR (Stylized)	Kellwood Company	Hong Kong	Registered	200016533	12/18/2000
REBECCA TAYLOR (Stylized)	Kellwood Company	Japan	Registered	4277435	5/28/1999
REBECCA TAYLOR (and 2 Cats & Crown Design)	Kellwood Company	Australia	Registered	871138	3/30/2001
REBECCA TAYLOR (and 2 Cats & Crown Design)	Kellwood Company	China	Pending	[s/n 5880280]	[filed 1/31/2007]
REBECCA TAYLOR (and 2 Cats & Crown Design)	Kellwood Company	China	Pending	[s/n 5880281]	[filed 1/31/2007]
REBECCA TAYLOR (and 2 Cats & Crown Design)	Kellwood Company	Indonesia	Pending	[s/n D002007012132]	[filed 4/19/2007]
REBECCA TAYLOR (and 2 Cats & Crown Design)	Kellwood Company	Indonesia	Registered	IDM000183663	4/19/2007
REBECCA TAYLOR (and 2 Cats & Crown Design)	Kellwood Company	Japan	Registered	4669747	5/9/2003
REBECCA TAYLOR (and 2 Cats & Crown Design)	Kellwood Company	New Zealand	Registered	634234	9/20/2001
REBECCA TAYLOR (and 2 Cats & Crown Design)	Kellwood Company	United Kingdom	Registered	2257664	6/15/2001
REBECCA TAYLOR (and 2 Cats & Crown Design)	Kellwood Company	Venezuela	Pending	[s/n 918409]	[filed 6/8/2009]